

EXHIBIT A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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Jorge Garcia, *on behalf of himself and others
similarly situated in the proposed FLSA
Collective Action,*

Index No.: 1:22-cv-10500

Plaintiffs,

**OFFER OF JUDGMENT
PURSUANT TO FED.R.CIV.P. 68**

-against-

S&D Security and Data Inc. and David Amir,

Defendants.

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To: Levin-Epstein & Associates, P.C.
Attn: Jason Mizrahi, Esq.
Joshua D. Levin-Epstein, Esq.
60 East 42nd Street, Suite 4700
New York, New York 10165
Email: Jason@levinestein.com
Joshua@levinestein.com

Pursuant to Rule 68 of the Federal Rules of Civil Procedure, Defendants S&D Security and Data Inc., and David Amir (collectively, the “Defendants”), hereby make this offer of judgment in favor of Plaintiff Jorge Garcia (the “Plaintiff”), and against Defendants in the above-captioned action in the total sum of Five Thousand and Zero Cents (\$5,000.00) (the “Judgment Amount”), payable as follows:

1. A payment in the amount of Five Thousand and Zero Cents (\$5,000.00) payable on or before November 24, 2023;

In the event of Defendants’ failure to make any payment when due as set forth above, the breach shall result in accelerated payment of the Judgment Amount together with all costs and attorneys’ fees incurred by Plaintiff in connection with any efforts to enforce any Judgment, less any payments made by Defendants as set forth herein. Defendants acknowledge and agree that this calls for a judgment in a greater amount than the initial judgment amount as a penalty for an

uncured default.

The total the Judgment Amount is inclusive of reasonable attorney's fees, costs, and expenses to date of this offer, in full and final settlement of all of Plaintiff's claims against Defendants arising out, alleged in, or related to, the facts and transactions alleged in the above-captioned action.

This judgment shall be in full satisfaction of all federal and state law claims or rights that Plaintiff may have to damages, or any other form of relief, arising out of the alleged acts or omissions of Defendants or any owner, employee, or agent, either past or present, of the Defendants, or in connection with the facts and circumstances that are the subject of this action.

This offer of judgment is made for the purposes specified in Rule 68 of the Federal Rules of Civil Procedure and is not to be construed as an admission of liability by any of the Defendants, or any shareholder, director, officer, employee, representative, or agent of any of the Defendants.

Acceptance of this offer of judgment will act to release and discharge Defendants, their respective successors or assigns, as well as all past and present shareholders, directors, officers employees, representatives, and agents of the Defendants, in their respective capacity as such, from any and all claims, disputes, causes of action, or damages, known or unknown, contingent or matured, that were or could have been alleged by Plaintiff in the above-referenced action. Acceptance of this offer of judgment also will operate to waive Plaintiff's rights to any claim for interest on the amount of the judgment.

In order for Plaintiff to accept this offer, Plaintiff must serve written notice of acceptance upon Defendants within fourteen (14) days after service of this Offer of Judgment. An offer not accepted within the specified period for acceptance will be deemed withdrawn.

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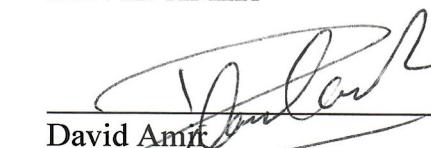
Date: November 9, 2023
New York, NY

S&D SECURITY AND DATA INC.



By: David Amir
Authorized Signatory

DAVID AMIR



David Amir